



Request for Proposal 09-X-20531

For: Various Men & Women Clothing Items For Use In DOC Canteen/Commissary Locations

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	11/04/08	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	11/18/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agencies

Department of Corrections
Distribution and Support Services

Date: 09/26/08

Table of Contents

1.0 INFORMATION FOR BIDDERS.....	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND.....	5
1.3 KEY EVENTS	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	5
1.3.2 SUBMISSION OF BID PROPOSAL	6
1.4 ADDITIONAL INFORMATION	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP	6
1.4.2 BIDDER RESPONSIBILITY	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF BID PROPOSAL	7
1.4.5 PRICE ALTERATION.....	7
1.4.6 BID ERRORS.....	7
1.4.7 JOINT VENTURE.....	8
1.5 PRICE LIST AND/OR CATALOG PRICING	8
2.0 DEFINITIONS	9
2.1 GENERAL DEFINITIONS.....	9
2.2 CONTRACT SPECIFIC DEFINITIONS	9
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK.....	9
3.2 METHOD OF OPERATION/DELIVERY	10
3.3 RETURNS/CREDIT	10
3.4 IMPLEMENTATION PLAN.....	11
3.5 MINIMUM ORDER AMOUNT	11
3.6 SECURITY MEASURES	11
3.7 SUBSTITUTION/BACK ORDERS/SPLIT SHIPMENTS	11
3.8 SALES PROMOTIONS OR SPECIAL OFFERS	11
3.9 INDIVIDUAL DELIVERY LOCATION INFORMATION	12
NORTH LOCATIONS	12
1. NORTHERN STATE PRISON	12
SPECIAL INSTRUCTIONS	12
DELIVERY CONTACTS.....	12
2. MOUNTAINVIEW YOUTH CORRECTIONAL FACILITY	13
SPECIAL INSTRUCTIONS.....	13
DELIVERY CONTACTS	13
3. EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN.....	13
SPECIAL INSTRUCTIONS.....	13
DELIVERY CONTACTS	13
4. EAST JERSEY STATE PRISON	14
SPECIAL INSTRUCTIONS.....	14
DELIVERY CONTACTS	14
5. NEW JERSEY STATE PRISON.....	14
SPECIAL INSTRUCTIONS.....	15
DELIVERY CONTACTS	15
6. CENTRAL RECEPTION & ASSIGNMENT FACILITY	15
SPECIAL INSTRUCTIONS.....	15
DELIVERY CONTACTS	15
7. ADULT DIAGNOSTIC & TREATMENT CENTER	15
SPECIAL INSTRUCTIONS.....	16
DELIVERY CONTACT	16
SOUTH LOCATIONS	16
1. SOUTH WOODS STATE PRISON.....	16

SPECIAL INSTRUCTIONS.....	16
DELIVERY CONTACTS	16
2. SOUTHERN STATE CORRECTIONAL FACILITY	17
SPECIAL INSTRUCTIONS.....	17
DELIVERY CONTACTS	17
3. RIVERFRONT STATE PRISON.....	17
SPECIAL INSTRUCTIONS.....	17
DELIVERY CONTACTS	18
4. BAYSIDE STATE PRISON	18
SPECIAL INSTRUCTIONS.....	18
DELIVERY CONTACTS	18
5. MID STATE CORRECTIONAL FACILITY.....	18
SPECIAL INSTRUCTIONS.....	19
DELIVERY CONTACTS	19
6. GARDEN STATE YOUTH CORRECTIONAL FACILITY	19
SPECIAL INSTRUCTIONS.....	19
DELIVERY CONTACTS	19
7. ALBERT C. WAGNER CORRECTIONAL FACILITY	19
SPECIAL INSTRUCTIONS.....	20
DELIVERY CONTACTS	20
3.10 PERFORMANCE REVIEW	20
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	20
4.1 GENERAL	20
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	20
4.3 NUMBER OF BID PROPOSAL COPIES.....	21
4.4 BID PROPOSAL CONTENT	21
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	21
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	21
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	22
4.4.4 SUBMITTALS	22
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER	23
4.4.6 PRICING	24
4.4.7 METHOD OF BIDDING.....	24
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	24
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	24
5.2 CONTRACT TERM AND EXTENSION OPTION	25
5.3 CONTRACT TRANSITION	25
5.4 CONTRACT AMENDMENT	25
5.5 CONTRACTOR'S WARRANTY	25
5.6 ITEMS ORDERED AND DELIVERED.....	25
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	26
5.8 MANUFACTURING/PACKAGING REQUIREMENTS.....	26
5.9 CLAIMS	26
5.10 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT	26
5.11 CONTRACT CANCELLATION	27
6.0 PROPOSAL EVALUATION	27
6.1 EVALUATION CRITERIA	27
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	27
6.3 BID DISCREPANCIES	28
7.0 CONTRACT AWARD	28
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	28
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	28
7.2 FINAL CONTRACT AWARD	30
7.3 INSURANCE CERTIFICATES	30

8.0 CONTRACT ADMINISTRATION..... 30

8.1 CONTRACT MANAGER 30

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES..... 31

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER 31

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Department of Corrections (DOC) and Distribution and Support Services (DSS). The purpose of this RFP is to solicit bid proposals for Various Men and Women Clothing for stock replenishment at fourteen (14) Department of Corrections (DOC) prison canteen/commissary locations located throughout the State of New Jersey.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a repurchase of the **Various Men & Women Clothing Items for Use in DOC Canteen/Commissary Locations** term contract, presently due to expire on **December 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-1781 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.2.1 This program requires all fourteen (14) canteen/commissaries to order through Distribution & Support Services, which has assumed the purchasing function for canteen/commissary operations at each prison.

1.2.3 Estimated annual quantities are listed for each line item on the price pages. Minimum order amounts can be found in Section 3.3 of this RFP. However, purchases will be made strictly on an as-needed basis. No guarantee of any minimum or maximum quantities will be made. The contractor will be paid only for the actual quantities ordered and delivered.

1.2.4 It is the intent of the State to award one contract per grouped line items.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

Not applicable to this procurement.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 For purposes of this RFP, the product items identified on the bid pricing pages have been grouped in categories as follows:

Group 1 Items #00001 through #00029 Sweat Shirts, Sweat Pants, Gym Shorts

Group 2 Items #00030 through #00078 White Crew Neck T-Shirts, White Athletic Undershirts, Jockey Briefs, Boxer Briefs, Men's Socks, Grey Crew Neck T-Shirts

Group 3 Items #00079 through #00096 Men's Thermal Drawers/Undershirts

Group 4 Items #00097 through #00111 Men's Pajamas & Bathrobes

Group 5 Items #00112 through #00130 Women's Briefs and Bras

Group 6 Item #131 Women's Full Figure Bras

Group 7 Items #00132 through #00205 Men's and Women's Footwear

Group 8 Items #00206 through #00207 Baseball Hats

Group 9 Items #00208 through #00211 Women's Anklets and Slippers

Group 10 Item #00212 Work Gloves

3.2 METHOD OF OPERATION/DELIVERY

3.2.1 Each individual prison canteen will place all clothing orders with the DSS Customer Service Unit. DSS will create purchase orders and fax advance copies to each contractor. Delivery will be required within fourteen (14) calendar days after fax receipt of purchase order by the contractor.

3.2.2 DSS will place the orders with the appropriate contractor for delivery direct to the prison location. The contractor will invoice DSS for each order. Proof of delivery in the form of a bill of lading or packing slip identifying the location, individual item quantities delivered, date of delivery and signature of authorized personnel at each canteen/commissary must be furnished to DSS by the contractor along with the invoice for payment.

3.2.3 DSS will also be the sole contact for any required returns, refunds or credits necessary between the contractor and the actual canteen/commissary locations. Contact personnel at each DOC location are to be contacted for delivery instructions and for date of delivery notification only.

3.3 RETURNS/CREDIT

Any necessary return of a product or products ordered incorrectly by the Using Agency, or for any other reason that is deemed not the fault of the contractor, the Using Agency will be assessed a 10% handling charge and any documented freight charges to and from the Using Agency by DSS. Returns for defective or unsaleable goods will not be subject to a handling charge. Final resolution of any dispute with regards to the assessment of handling charges will be made by DSS and be binding to all concerned parties.

A. Commissary contact person will notify DSS of required returns to contractor when placing stock order.

B. DSS will notify the contractor and list the pickup of returns for credit on a return authorization faxed to the contractor. The returns must then be picked up on the next delivery to that location.

C. Contractor will pick up returns on site and issue credit to the ordering entity, along with the invoice for the delivery made when returns are picked up.

D. DSS will issue credit to individual canteen location for returns when credit is issued by the contractor.

3.4 IMPLEMENTATION PLAN

It is anticipated that initial orders from contracts awarded as a result of this RFP will be placed approximately ten days to two weeks after effective date of awarded contracts. Re-stocking orders will then be placed for delivery according to individual location requirements on either a weekly, biweekly or monthly basis, as indicated in the delivery synopsis for each location set forth in Section 3.9 of this RFP.

Minimum order quantities for each group are set forth in Section 3.5 of this RFP and will apply to all orders placed from these contracts.

3.5 MINIMUM ORDER AMOUNT

The minimum order for each grouped line items is as follows:

- Group 1 – Minimum Order \$50.00
- Group 2 – Minimum Order \$50.00
- Group 3 – Minimum Order \$35.00
- Group 4 – Minimum Order \$25.00
- Group 5 – Minimum Order \$35.00
- Group 6 – Minimum Order 1 Bra
- Group 7 – Minimum Order One (1) pair
- Group 8 – Minimum Order Six (6) Hats each line item
- Group 9 – Minimum Order 10 Pairs Women's Anklets and/or 3 pairs Women's Slippers
- Group 10 – Minimum Order 10 Pairs

3.6 SECURITY MEASURES

3.6.1 The contractor and its personnel shall be subject to and shall comply with all security regulations and procedures at each correctional facility. All contractor drivers and carrier drivers (including UPS and similar delivery services) will be subject to all security regulations and requirements at each individual correctional facility. This may include body and vehicle searches for contraband, as well as prohibited items.

3.6.2 Maximum security facilities have the most stringent security requirements. Compliance with these requirements may require driver time and patience, but must be followed explicitly. Failure to deliver due to driver non-compliance with regard to required security measures at any correctional facility will be assessed as part of performance review described in Section 3.10.

3.7 SUBSTITUTION/BACK ORDERS/SPLIT SHIPMENTS

Split Shipments will not be accepted.

It is expected that contractors will fill all orders without backorder or substitution. No substitutions are permitted without the prior consent of both DSS and DOC location staff. Contractors must notify DSS of substitution and request substitution approval. Any substitutions requested and approved for individual items must retain original item contract price and size. Formal complaints will be filed against the contractor for repeated unauthorized substitutions. Formal complaints may be used as justification for cancellation of contract and will be assessed as part of performance review described in Section 3.10.

3.8 SALES PROMOTIONS OR SPECIAL OFFERS

Any sales promotion or special offers on contract products which will reduce item prices during the term of the contract must be forwarded to DSS. DSS, in conjunction with DOC, will review the sales promotion or special offers for consideration and approval. An agreement to accept such promotions or special offers must be made prior to the delivery of applicable products.

3.9 INDIVIDUAL DELIVERY LOCATION INFORMATION

The following locations will be considered part of each region as indicated. Since each location entails different delivery requirements and security measures, special instructions are listed. Monthly delivery means once a month.

3.9.1 The following seven (7) locations are located in the North:

NORTH LOCATIONS

1. Northern State Prison

168 Frontage Road
Newark, N.J. 07114

Approximate inmate population: 2,811
Requires bi-weekly delivery

Acceptable delivery days: Monday, Tuesday or Wednesday

RECEIVING HOURS: Morning - 7:30am - 11:00 am
Afternoon - 12:15pm - 3:00pm

ACCESSIBILITY: Tractor/trailer may not exceed 12 ft. in height or 48 ft. length.
Dock unloading capability.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. Truck must be turned off after it is pulled up to loading dock. Driver will then hand the truck keys to Correctional Officer, who will secure the truck keys until the delivery is completed. At this point, the Correction Officer will hand the truck keys back to driver.
3. No glass, prescription drugs or metal food utensils allowed
4. All pallets must be shrink wrapped
5. Not responsible for personal effects of driver or passenger
6. Truck driver must present valid drivers license.

DELIVERY CONTACTS

Primary: Marcelino Arce,
Storekeeper I
Phone (973) 578-2020 ext 4533
Fax (973) 589-7454

Alternate: Rafael Nieves
ITI Supervisor Warehouse
Phone (973) 578-2020 ext 4762
Fax (973) 589-7454

2. MOUNTAINVIEW YOUTH CORRECTIONAL FACILITY

31 Petticoat Lane
P.O. Box 994
Annandale, N. J. 08801

Approximate inmate population: 1,273

Requires weekly delivery

Acceptable delivery days: Monday thru Friday

****No State Holidays or Weekends***

RECEIVING HOURS: MORNING - 8:30AM - 10:30AM

Afternoon - 1:00pm - 3:00pm

ACCESSIBILITY: Tractor/trailer may not exceed 13 1/2 ft. in height or 70 ft. in length

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. No double stocking of pallets.
3. One for one exchange of pallets upon delivery.

DELIVERY CONTACTS

Primary: Colleen Hall
Storekeeper II
Phone (908) 638-6191 ext 325
Fax (908) 638-4423

Alternate: Lynn Watts
Storekeeper II
Phone (908) 638-6191 ext 325
Fax (908) 638-4423

3. EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN

PO Box 4004
30 County Route 513
Clinton, N.J. 08809

Approximate inmate population: 1,121

Weekly delivery

Acceptable delivery days: Monday through Friday

RECEIVING HOURS: Morning - 8:30am - 11:00am

Afternoon - 12:30pm - 3:00pm

ACCESSIBILITY: No limitations on truck size

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery

DELIVERY CONTACTS

Primary: Deano Genovese, Store Keeper I
Storekeeper II

Phone (908) 735-7111 ext 3448
Fax (908) 735-4702

Alternate: Edward Blackwell
Storekeeper II
Phone (908) 735-7111 ext 448
Fax (908) 735-4702

Theresa Keiser
Supervisor of Accounts
Phone: (908) 735-3618
Fax: (908) 735-4702

4. EAST JERSEY STATE PRISON

Woodbridge Road
Rahway, N.J. 07065

Approximate inmate population: 2,295
Acceptable delivery days: Wednesday only

****Prohibited delivery days: Monday, Tuesday, Thursday, Friday***

RECEIVING HOURS: Morning - 7:30am - 10:30am
****No Afternoon Delivery***

ACCESSIBILITY: Tractor Trailer may not exceed 13 ft. 6 in. in height or 60 ft. in length.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. All small deliveries are received outside of the security wall and transferred from the delivering truck to another, either by hand or pallet jack.
3. Larger deliveries are delivered to the commissary. Commissary delivery vehicles must be empty when leaving because they will be inside the main prison complex. Vehicles must be searched and drivers and passengers frisked upon leaving complex.

NOTE: Small or large deliveries will be defined by the canteen contact person at East Jersey State Prison. It will be based on quantity for delivery, size of truck and security measures in effect at the prison. Since East Jersey is a maximum security facility, delivery requirements may vary according to current conditions at the facility on the day of delivery. Large deliveries are generally considered to be full truckloads and small deliveries are generally considered LTL (less than truckload).

DELIVERY CONTACTS

Primary: Haneef Bookmen
Storekeeper
Phone (732)499-5289
Fax (732) 815-1468

5. NEW JERSEY STATE PRISON

3rd & Federal Streets
Trenton, N.J. 08625

Receiving Gate Located ON 2ND Street
Approximate inmate population: 1,932
Requires bi-weekly delivery
Acceptable delivery days: Tuesday, Wednesday, and Thursday

RECEIVING HOURS: Morning - 7:00am - 12:30pm

****No Afternoon Delivery***

ACCESSIBILITY: No tractor/trailer, straight truck maximum length 22 ft., maximum height 12 1/2 ft. for 13 ft. door -clearance. Dock unloading capabilities.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.

DELIVERY CONTACTS

Primary: Julio Cruz
Storekeeper I
Phone (609) 292-7823
Fax (609) 392-3433

Alternate: Pat Brown
Storekeeper II
Phone (609) 292-9700 ext. 4254
Fax (609) 392-3433

6. CENTRAL RECEPTION & ASSIGNMENT FACILITY

Stuyvesant Avenue
West Trenton, N.J. 08628

Approximate inmate population: 1,018
Requires weekly delivery
Acceptable delivery days: Monday, Wednesday, Thursday and Friday

RECEIVING HOURS: Morning: 8:00am - 12:00pm
****No Afternoon Delivery***

ACCESSIBILITY: No unloading dock. Tractor trailer may not exceed 45 ft. in length.
Conveyor system, no fork lift or pallet jack.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. All deliveries are received at the Receiving Gate of CRAF
3. A bridge plate will be utilized to unload truck.
4. Although some jockeying will be required, a good driver should have no problem.

DELIVERY CONTACTS

Primary: Jody Booker, Storekeeper I
Phone: (609) 292-0679
Fax: (609) 984-2703

Alternate: John Kelly, Asst. Storekeeper
Phone: (609) 777-5768
Fax: (609) 984-2703

7. ADULT DIAGNOSTIC & TREATMENT CENTER

8 Production Way
Avenel, N.J. 07001

Approximate inmate population: 1,107
Requires bi-weekly or monthly deliveries
Acceptable delivery days: Tuesday

RECEIVING HOURS: Morning - 8:00am - 10:30am
Afternoon - 12:30pm - 3:00pm

ACCESSIBILITY: No dock unloading capability. No access to tractor/trailer; 22 ft. maximum length for straight truck.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.

DELIVERY CONTACT

Primary: Akin Oyewoie, Store Keeper II
Phone (732) 574-2250 ext 8320
***No fax**

3.9.2 The following seven (7) locations are in the South:

SOUTH LOCATIONS

1. SOUTH WOODS STATE PRISON

215 Burlington Road
Dock 3
Bridgeton, N.J. 08302

Approximate inmate population: 3,460
Requires weekly delivery
Acceptable delivery days: Monday thru Friday

RECEIVING HOURS: Morning – Before 11:00 a.m.

ACCESSIBILITY: Dock unloading capability. No restrictions on tractor/trailer truck size.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. All deliveries must be segregated, marked and invoiced for each of three (3) canteen locations on site:

F1 Canteen
F2 Canteen
F3 Canteen

DELIVERY CONTACTS

Primary: Tim Maines
Supervisor of Warehouses
Phone (856) 459-7732
Fax (856) 459-7135

Alternate: Al Solanik

Supervisor of Warehouses
Phone (856) 459-7732
Fax (609) 459-7567

2. SOUTHERN STATE CORRECTIONAL FACILITY

4295 Route 47
P.O Box 150
Delmont, N.J. 08314

Approximate inmate population: 2,068
Requires weekly delivery
Acceptable delivery days: Monday thru Friday acceptable

RECEIVING HOURS: Morning - 8:00am - 12:00pm
Afternoon - 12:30pm - 3:00pm

ACCESSIBILITY: Dock unloading capability. No restrictions on tractor trailer/truck size.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. All deliveries must be segregated, marked and invoiced for each of the two (2) canteen locations on site:

Phase 1 Canteen
Phase 2 Canteen

DELIVERY CONTACTS

Primary: Neal Owens
Storekeeper II
Phone (856) 785-1300 ext 6434
Fax (856) 785-0258

Alternate: Bruce Upham
Phone (856) 785-1300 ext 6504
Fax (856) 785-0258

3. RIVERFRONT STATE PRISON

Elm & Delaware Avenue
Camden, N.J. 08101

Approximate inmate population: 1,000
Requires weekly delivery
Acceptable delivery days: Thursday only

RECEIVING HOURS: 7:30 am – 12:00 pm

ACCESSIBILITY: Dock unloading capability. Maximum tractor/trailer truck height 13'1".

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.

DELIVERY CONTACTS

Primary: Pat Williams, Storekeeper II
Phone (856) 225-5742
Fax (856) 225-5731

Alternate: Shannon Graham
Phone (856) 225-5845
Fax (856) 225-5731

4. BAYSIDE STATE PRISON

Route 47
Leesburg, N.J. 08327

Approximate inmate population: 2,397
Requires weekly delivery
Acceptable delivery days: Monday thru Thursday
Prohibited delivery days: Friday

RECEIVING HOURS: Morning: 8:00am - 11:00am

ACCESSIBILITY: Dock unloading unavailable. No size restriction for tractor/trailer truck size.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. All deliveries must be made to warehouse on site

DELIVERY CONTACTS

Primary: Jay Goff
Storekeeper II
Phone (856) 785-5114
Fax (856) 785-2479

Alternate: Bob Durand
Storekeeper II
Phone (856) 785 0040 ext 5116
Fax (856) 785-2479

5. MID STATE CORRECTIONAL FACILITY

Range Road
P.O. Box 866
Wrightstown, N.J. 08562

Approximate inmate population: 620
Requires monthly delivery
Acceptable delivery days: Monday thru Thursday
****Prohibited delivery days: Friday***

RECEIVING HOURS: Morning - 7:30am - 11:00am
Afternoon - 12:30pm - 2:30pm

ACCESSIBILITY: No dock unloading capability. No size restrictions for tractor/trailer truck.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. Lift gate required.

DELIVERY CONTACTS

Primary: Gary Young
Storekeeper
Phone (609) 732-4221 ext 8450
Fax (609) 723-1091

Alternate: Robert Homen
Storekeeper 2
Phone (609) 723-4221 ext 8409
Fax (609) 723-1091

6. GARDEN STATE YOUTH CORRECTIONAL FACILITY

Highbridge Road
Yardville, N.J. 08620

Approximate inmate population: 1,939
Requires monthly delivery
Acceptable delivery days: Monday through Thursday
****Prohibited delivery days: Friday***

RECEIVING HOURS: Morning - 8:00am - 11:00am
Afternoon - 12:00pm - 3:00pm

ACCESSIBILITY: Dock unloading capability. 14 ft 7 in maximum height for tractor/trailer trucks.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery.
2. Pallet deliveries cannot exceed 84 inches in height.

DELIVERY CONTACTS

Primary: James Blakeslee, Canteen Supervisor
Phone (609) 298-6300 ext 2210
Fax (609) 298-3135

Alternate: Laura Denardo, Assistant Storekeeper
Phone (609) 298-6300 ext 2210
Fax (609) 298 3135

7. ALBERT C. WAGNER CORRECTIONAL FACILITY

Ward Avenue
P.O. Box 500
Bordentown, N.J. 08505

Approximate inmate population: 1,394
Requires Weekly delivery
Acceptable delivery days: Thursday, Friday

RECEIVING HOURS: Morning - 8:05am - 12:00pm
Afternoon - 1:00pm - 2:30pm

ACCESSIBILITY: Dock unloading capability. No size restrictions for tractor/trailer, trucks.

SPECIAL INSTRUCTIONS

1. 24 hour notification required prior to delivery. Absolutely no Wednesday deliveries.

DELIVERY CONTACTS

Primary: Francis O'Keefe
Storekeeper I
Phone (609) 298-0500 ext 1443
Fax (609) 298-2172

Alternate: Ruben McLean
Storekeeper II
Phone (609) 298-0500 ext 1403
Fax (609) 298-2172

3.10 PERFORMANCE REVIEW

All contractor(s) will be subject to a performance review by DSS. This review will take place every four (4) months for the entire contract period and any extensions thereof. The purpose of a performance review is to ascertain the percentage of goods ordered and provided and any other contract obligations as outlined in this RFP. If a performance review determines that the contractor(s) has failed to provide a minimum average delivery of less than 97% of total products ordered during any four (4) month period or formal complaints have been documented in other areas of contractual obligations such as late delivery, unauthorized substitution or any other obligations as outlined in this RFP, contractor will be subject to contract cancellation. DSS also has the right to conduct performance review(s) at any time during the term of the contract.

If the primary contract is cancelled, the secondary contractor will assume as the primary contractor for the remainder of the contract term.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/nibgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not Applicable to this procurement.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>.

4.4.4 SUBMITTALS

Plan of Action

The bidder should set forth a Plan of Action by utilizing Attachment 1 of this RFP. The bidder should submit the Plan of Action form with its bid or in the alternative no later than five (5) working days after a written request from the State. If the Plan of Action form is not submitted within these parameters, the bidder's bid proposal will be rejected. The bidder shall use the Attachment 1 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/09X20531.shtml>

Important note: On the Plan of Action (Attachment 1), there will be a section where the bidder can indicate what region(s) it intends to service (North, South or Entire State).

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

QUALIFIED PRODUCT LIST

A Qualified Product List (QPL) is being used in this procurement for some pricing lines. The bidder shall only bid a product on the QPL in response to this RFP for certain pricing lines. Any other submission will not be considered. A bidder offering a qualified brand may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within five (5) working days following a request from the State, submit a bid sample to Quality Assurance Lab. A sample submitted will not be returned. Quality Assurance Lab will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Vendors seeking to add brands/models not on the current QPL for future contract reprocurments can contact the buyer for this RFP after contract award. Quality Assurance Lab will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurment. Samples will not be returned. The testing results of the State are final. Only those products tested and approved after contract award and prior to issuance of the next RFP may be added to the QPL for the next reprocurment.

APPROVED EQUAL

Samples submitted must be in accordance with the brand/model(s) specified herein, or "approved equal" for applicable pricing lines. A bidder offering an "approved equal" may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within five (5) working day following a request from the State, submit a bid sample to Quality Assurance Lab. A sample submitted will not be returned. Quality Assurance Lab will test the sample to ensure that the sample conforms to the specifications and requirements. The testing results of the State are final.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific

financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

Each bidder is required to hold its prices firm for a period of **90** days. Every effort will be made to award the contract prior to the time period set forth above.

4.4.7 METHOD OF BIDDING

Bidder must bid all line items within each grouped lines in order to be considered for an award:

Group 1 – Lines 00001 through 00029 Sweat Shirts, Sweat Pants, Gym Shorts

Group 2 – Lines 00030 through 00078 White Crew Neck T-Shirts, White Athletic Undershirts, Jockey Briefs, Briefs, Men's Socks, Grey Crew Neck T-Shirts

Group 3 – Lines 00079 through 00096 Men's Thermal Drawers/Undershirts

Group 4 – Lines 00097 through 00111 Men's Pajamas & Bathrobes

Group 5 – Lines 00112 through 00130 Women's Briefs and Bras

Group 6 – Line 00131 Women's Full Figure Bras

Group 7 – Lines 00132 through 00205 Men's & Women's Footwear

Group 8 – Lines 00206 through 00207 Baseball Hats

Group 9 – Lines 00208 through 00211 Women's Anklets and Slippers

Group 10 – Line 212 Work Gloves

All groups will be awarded "all or none" for each group of line items.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09X20531.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20531.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agency is** authorized to order and **the contractors are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using

Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

5.11 CONTRACT CANCELLATION

After contract award and upon a receipt of a request from a contractor, the Director may, under extraordinary circumstances, agree to a mutual cancellation of an entire contract or portion of a contract. In cases where the contractor is seeking such cancellation, the Director may require the contractor to pay for any administrative expenses incurred as a result of contract cancellation and subsequent re-award. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted. If a contractor seeks cancellation of any part of a group award, the State reserves the right to cancel and re-award the entire group or to cancel and re-award only the effected item or items to the next lowest responsive bidder(s).

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

One contract award for each line item grouping shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

It is the State's intention to award a contract for each of the ten (10) grouped line items. Bidders offering the largest number of acceptable items within a group will receive first consideration in the evaluation of bid responses received for group awards. Bids will be evaluated by comparing total cost for all like items within any group to fairly establish the lowest bidder for each group.

For the purpose of determining bid totals, all item prices within any group will be sub totaled based on item quantity and price and then added together for a total for the entire group.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.